

**REQUEST FOR QUALIFICATIONS**  
**SBC PROJECT NO.: 529/000-03-2019**  
**AMENDMENT # Three**  
**FOR Real Estate Master Plan Consultant**

**DATE: 11/8/19**

**RFQ SBC Project No.: 529/000-03-2019 IS AMENDED AS FOLLOWS:**

- 1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates. Any event, time, or date containing revised or new text is highlighted.**

EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
1. RFQ Issued		October 11, 2019	CONFIRMED
2. Disability Accommodation Request Deadline		October 15, 2019	CONFIRMED
3. Pre-Response Conference	10:00 am	October 29, 2019	CONFIRMED
4. Notice of Intent to Respond Deadline		October 30, 2019	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 pm	November 4, 2019	CONFIRMED
6. State Response to Written "Questions & Comments"		November 8, 2019	CONFIRMED
7. Response Deadline	2:00 pm	November 14, 2019	CONFIRMED
8. State Completion of Phase II Written Technical Evaluations and Notice of Proposers Selected for Interviews Issued		November 21, 2019	CONFIRMED
9. Phase III Interviews (those qualified) of Proposers		December 2 – 6, 2019	CONFIRMED
10. State Issues Notice of Intent to Negotiate		December 9, 2019	CONFIRMED
11. State Issues Notice of Intent to Award and RFQ Files Opened for inspection		December 20, 2019	CONFIRMED
12. State Building Commission (SBC) Approval Sought		January 9, 2020	CONFIRMED
13. Anticipated Contract Signature Deadline		January 15, 2020	CONFIRMED

- 2. State responses to questions and comments in the table below amend and clarify this RFQ.**

Any restatement of RFQ text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFQ document.

QUESTION / COMMENT	STATE RESPONSE
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<p>1 While pricing information is not requested at this time, does the State have an anticipated budget for the scope of work outlined in RFQ?</p>	<p>No</p>
<p>2 Regarding Attachment 6.6 - Pro Forma Contract there are a few terms in the solicitation that require clarification, additions, and/or modification for this particular engagement in order to allow select vendors to propose. Can you please confirm that under Section 5.3 (Negotiations) of the RFQ, that bidders would be able to negotiate the terms and conditions of the resulting contract? Relatedly, can you please confirm that in Section 3 of Attachment 6.1 - Certifications and Assurances, that the "contract awarded" means the mutually agreed contract following the negotiation process described in Section 5.3 of the RFQ? Will the State please modify the referenced items accordingly to make these clear in the solicitation? Since Tennessee CPO has an approved process and language for requiring vendors to note all of their exceptions to the terms and conditions, the State may wish to take advantage of that alternative language. Below are two examples of such language used in TN prior:</p> <p>Option 1:</p> <p>The State is amenable to including some changes to the Pro Forma Contract. The State will take all reasonable suggested alternative or supplemental contract language changes by proposers under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state law. The State, however, will not take under advisement or consideration any alternative or supplemental suggested contract language changes that were not included in a proposer's proposal response. Clearly list in your response all exceptions you are taking to the RFP's Pro Forma contract in your proposal. Do not include any exceptions or changes that (1) the State has denied in previous answers to Written "Questions and Comments", (2) contradict a Federal requirement or a Mandatory Requirement, or (3) introduce a significant alteration to the technical requirements. All exceptions must be listed in this section.</p> <p>Or</p> <p>Option 2:</p> <p>The Respondents are permitted to submit, as part of their Response, a "redline" of RFQ Attachment 6.6, Pro Forma Contract, that tracks the Respondents' request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or</p>	<p>The only negotiable terms and conditions of the contract are Section A, Scope of Services, Section C.1, Maximum Liability, and Section C.3, Payment Methodology. All other terms and conditions are non-negotiable.</p> <p>The language of the RFQ, and the answers contained herein, are sufficiently clear.</p> <p>The RFQ is developed under SBC policy and procedures and not under the Tennessee Procurement Commission By-Laws and Procedures of the Amended Procurement Manual of the Central Procurement Office. Option 1 and Option 2 will not be considered.</p>

QUESTION / COMMENT	STATE RESPONSE
changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFP Attachment A; or (3) alter any deadlines in the Schedule of Events.	
3 Requirement B.9 states "Provide the project organizational structure along with an organizational chart identifying the key personnel". Can STREAM please clarify the difference between the project organizational and the organizational chart requirement?	Project organizational structure shall include individuals assigned to this project and the organizational chart shall include all key leadership of your organization.
4 Can STREAM please identify the key stakeholders of the project?	An executive committee has been assembled to guide the work with the Master Planning consultant. Each branch of government is represented on this committee.
5 Are there any incumbent vendors assisting STREAM with management of the State's real estate portfolio? In addition, are there any vendors precluded from being awarded this solicitation based on prior engagements with STREAM or DGS?	No on both questions.
6 Page 20 states that the Respondent must sign the Statement of Certification and Assurances form without exceptions and that the form binds the Respondent to the resulting contract. The form on page 19 states that the Respondent "accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ". Would the State consider revising this language to allow Respondents to propose edits to the contract terms and conditions, subject to final negotiation with the State, as some firms may not be able to submit proposals without modifications/exceptions to the terms and conditions?	See answers to Question 2.
7 On the <b>owned properties</b> , what kind of reports will be issued to the design team? Will these reports include current capital requests for future renovations, additions, and/or new facilities?	Please refer to RFQ Attachment 6.5.
8 How old will the reports be? Will they be old or updated when turned over to the design team?	They are current to the date that the RFQ was released.
9 On the <b>leased properties</b> , when will that information be provided? Is the State going to vet through those leases before turning over to the design team or is the design team going to determine if the leases are valid?	This will be released to the best evaluated proposer. No, the design team will not be responsible for determining lease validity.
10 Does the State foresee the need for an Environmental Engineer as part of this RFQ? Will	No.

QUESTION / COMMENT	STATE RESPONSE
retaining this engineer, if needed, (or any specialty consultant) be allowable later, when required during the project?	
11 Task 1: How do you think about the number of site visits that will be required to create (or get to the right answer) for the Master Real Estate Plan? One way to approach this is to develop a sample set for visits with cross-representation of various property types and business-critical facilities; what are your thoughts on that?	The best approach will be determined after consultation between the State's Executive Committee and the best evaluated Proposer.
12 Task 2: Are all properties and land parcels in the Middle TN Grand Division required for scenario development?	Please refer to RFQ Attachment 6.4, Overview.
13 Task 3: Is the State open to working with the Consultant to define the scope and level of detail required for each feasibility analysis, based on the completed scenarios?	Yes.
14 Task 3: Is the State comfortable with higher-level analysis on the technical components of this task (e.g., preliminary site plans, capex forecasts and graphical renderings), understanding that these may require further build-out and/or refinement prior to implementation?	Yes.
15 General: Are there small business, local business or MWBE requirements? If so, what scoring weight will be given to these requirements?	No, there are not any small business, local business or MWSBE requirements.
16 General: Will the Consultant's work be made available to the general public as State public records?	Yes, except for any statutory exclusions for real estate documents. The TCA§10-7-504(a)(6) and (7) generally prohibit release of State records pertaining to valuation/evaluation of real or personal property in the acquisition of property and leases until after the finalization of the transaction or the completion of the valuation/evaluation.